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LEWISTOWN FIELD OFFICE  
LEWISTOWN, MONTANA

Memorandum of Understanding  
between  
Bureau of Land Management (Lewistown Field Office) and  
Blaine, Chouteau, Fergus and Phillips Counties, Montana

This Memorandum of Understanding (MOU) is by and between the Bureau of Land Management (BLM), Lewistown Field Office and Blaine, Chouteau, Fergus and Phillips Counties, Montana (Counties), sometimes jointly referred to as "the Parties."

I. Introduction

1. The BLM is lead agency for the preparation of a Resource Management Plan (RMP) and Environmental Impact Statement (EIS) for the Upper Missouri River Breaks National Monument (Monument). The RMP must conform to requirements of the Federal Land Policy and Management Act (FLPMA) and the National Environmental Policy Act (NEPA). The BLM has the responsibility for the content of the RMP and its conformance to FLPMA and NEPA, including the Draft EIS (DEIS) and the Final EIS (FEIS). The BLM is also responsible for requesting the participation of other Federal, state, Tribal, and local government agencies and entities, and for cooperatively using their expertise as it conducts the RMP/EIS process.
2. In pursuing this responsibility, the BLM seeks to enlist the Counties as cooperating agencies - a special status among interested parties - in order to engage their full participation in the planning process. It is the intention of this MOU to establish an atmosphere of cooperation between the parties where full recognition and respect to the authority and responsibility of the government entities are recognized.
3. The Counties have interests in all county activities, including those activities taking place on lands managed by the BLM; therefore, the Counties have a high level of interest in the outcome of the RMP/EIS. The BLM recognizes that the Counties have knowledge and expertise relative to social and economic aspects of the counties in providing long-term direction for community growth and development, and in county resources, county planning, transportation and other county matters, all of which may be addressed in the RMP/EIS with respect to public lands.
4. Additionally, the BLM and the Counties have obligations to the public to maintain the quality of the regional resource base, the regional economy, public health, respect private property rights and interests, embrace multiple use, and preserve the custom, culture and human history of the region thereby assuring the quality of the human environment, and the viability of local communities.

5. The BLM and the Counties desire to enter into this MOO because of their interest in participating in a fully collaborative planning process.
6. The Parties agree that the Counties may implement county land use plans and management guidelines to address county issues involving public lands and other lands within their boundaries. The BLM shall, to the extent practical, keep apprised of local land use plans, and assure that consideration is given to those local land use plans. This MOU is not meant to impair the right of the Counties under state and Federal law to participate in and influence Federal land use planning and administration, including the right to consistency review of Federal land use plans and decisions related to the Counties' land use plans.
7. The Counties reserve the right to protest the proposed decisions of the RMP .

## II. Purpose

The purpose of this MOU between the BLM and the Counties is to:

1. Confirm the formal designation of the BLM as lead agency with responsibility for the completion of the RMP , DEIS, FEIS, and Record of Decision (ROD);
2. Formally designate the Counties as cooperating agencies in the RMP/EIS planning process;
3. Formalize and provide a framework for cooperation and coordination between the ELM and the Counties that will be necessary in order to successfully complete the RMP/EIS in a timely, efficient and thorough manner;
4. Describe the respective roles, responsibilities, jurisdictional authority, and expertise of each entity in the planning process;
5. Ensure that the working relationship between the BLM and the Counties meets the purposes and intent of FLPMA and NEP A.

## III. Agreement

The BLM and the Counties agree to the Introduction and Purpose outlined above and to the following particulars:

1. The BLM is the lead agency, with responsibility for initiating the RMP/EIS planning process.
2. The Counties are cooperating agencies in this planning process.
3. The BLM has responsibility for determining the purpose and need of the project, the conclusions of the environmental analyses, selection of alternatives, and mitigation measures to be included. In meeting this responsibility, the BLM will follow the statutory and regulatory requirements of 43 USC 1712 and 43 CFR 1610.3 and 161 0.4.

4. The BLM will develop the RMP under the consistency review requirements of Federal law and, to the maximum extent possible, will include the Counties' interests in the RMP conclusions.
5. The Parties agree to participate in this planning process in good faith and make every effort to resolve any perceived areas of conflict. The Parties agree to fully explore issues before coming to conclusions, and to commit to searching for opportunities for resolution designed to contribute to an effective RMP.
6. The Counties have the right to provide a member to the Interdisciplinary (ID) team, submit comments, independent recommendations and data to the BLM in all areas of the plan, and the BLM will incorporate, to the maximum extent possible, the comments, recommendations and/or data submitted by the Counties in the RMP and EIS.
7. The BLM will have available for review to the Counties copies of documents underlying the RMP and EIS drafts, including technical reports, data, information, analyses, comments received, and working drafts relative to the environmental reviews, preliminary and final RMP and EIS drafts, and all comments and information necessary for the EIS and its conclusions. The Counties, in their special status as cooperating agencies, agree that all internal working draft documents for the development of the RMP are pre- decisional and will ensure that they will not be available for review to individuals or entities other than the Parties. The Counties also understand that all documents identified as "internal working drafts" are temporary documents that will be destroyed when superseded by a more complete, edited version of the same document. Temporary documents are not part of the administrative record.
8. The Counties will provide information, data and opinions to the BLM regarding those elements of the RMP and EIS, and the data and analyses underlying them, in which the Counties are interested or for which the BLM requests information and opinions. The Counties will help collect data to the maximum extent possible, participate in discussions about data assessment and technical reports, and provide technical expertise in order to assist in evaluating the effectiveness of the proposed RMP and all alternatives.
9. The Counties will collaborate, coordinate and cooperate in participation with the BLM on all drafts of the RMP and EIS documents and Core/ID team meetings. The Counties will receive all drafts of the RMP and EIS and comment on potential impacts on the respective counties, particularly on the environment, roads and the economy. The Counties' reviews will be within the umbrella of NEP A and related legislation regarding the proposed plan and alternatives that may be proposed. The Counties will return comments on drafts to BLM in a timely manner.
10. The Parties agree not to employ the services for this project of any third party having a financial interest in the outcome of the RMP. The Parties will take all necessary steps to ensure that no conflict of interest exists with any consultants, counsel, or representatives they may employ in this undertaking. All costs incurred in the employment of a third party will be borne by the government entity which enters into such employment agreement, without contribution by the other Parties unless previously agreed to in writing.

11. This MOU requires no transfer of appropriated funds between any of the Parties.

12. This MOU is effective upon signing by the Manager of the Upper Missouri River Breaks National Monument for the BLM, and by the respective County Commission for each of the Counties.

13. The schedule for the Monument RMP/EIS is attached and hereby made a part of this MOU. The BLM will promptly inform the Counties of all schedule changes that would affect the Counties' input into the document. Allowances will be made to give adequate time for responses.

14. The point of contact for each party to this MOU is listed below.

Bureau of Land Management:

Gary E. Slagel, Manager  
Upper Missouri River Breaks  
National Monument P.O. Box 1160  
Lewistown, MT 59457  
(406) 538-1950

Blaine County:

Blaine County Commission  
P.O. Box 278  
Chinook, MT 59523-0278  
(406) 357-3250

Chouteau County:

Chouteau County Commission  
P.O. Box 459  
Fort Benton, MT 59442-0459  
(406) 622-3631

Fergus County:

Fergus County Commission  
712 West Main Street  
Lewistown MT 59457-2562  
(406) 538-5119

Phillips County:

Phillips County Commission  
P.O. Box 360  
Malta, MT 59538-0360  
(406) 654-2429

This instrument is signed by each county and executed as of the last date signed below. This MOU will continue through completion of the Monument RMP/EIS Record of Decision, or until terminated by mutual agreement, or by any of the Parties giving 30 days written notice of its intention to terminate.

We, the undersigned Blaine County Commissioners, agree to the terms of the foregoing Memorandum of Understanding between Bureau of Land Management (Lewistown Field Office) and Blaine, Chouteau, Fergus, and Phillips Counties, Montana.

Bureau of Land Management:

Gary E. Slaygel, Monument Manager, 11/19/02

Blaine County Commission:

Victor J. Miller, 11/25/2002

Don K. Swenson, 11/22/02

Arthur Kleinjan, 11/22/02

Attest:

Sandra L. Boardman, Clerk and Recorder, 11/25/02